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Title: **Ravena-Coeymans-Selkirk Central School District and Ravena-Soeymans-Selkirk Central School District Non-Instructional Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Albany County Local 801 (2000)**

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Union: **Ravena-Soeymans-Selkirk Central School District Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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Ravena-Coeymans-Selkirk Csd And
Csea Local 801 (Non-Instructional
Unit)

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A G R E E M E N T

BY AND BETWEEN

THE BOARD OF EDUCATION

OF THE

RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

FOR THE

RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT UNIT

OF

ALBANY COUNTY LOCAL #801

JULY 1, 2000 - JUNE 30, 2004

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

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RAVENA-COEYMAN-SELKIRK CENTRAL SCHOOL DISTRICT
SELKIRK, NEW YORK

PART 1

GENERAL AGREEMENT

A G R E E M E N T

This Agreement is made and entered into as of the 1st day of July, 2000, by and between the Board of Education of the Ravena-Coeymans-Selkirk Central School District, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Ravena-Coeymans-Selkirk Central School District Unit of Albany County Local 801, hereinafter referred to as the "Association" or as "CSEA."

GENERAL AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF THE RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT, hereinafter called the "BOARD", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, for the RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT UNIT OF ALBANY COUNTY LOCAL 801, hereinafter referred to as the "ASSOCIATION" or as "CSEA".

ARTICLE I / DUES CHECK OFF

Section 1. The Board will deduct from the pay of each employee of the Office Personnel Unit, the Operations and Maintenance Unit and Transportation Unit herein designated all CSEA deductions, provided, that at the time of such deductions there is a written authorization executed by the employee, in the form required by law, in the possession of the Board.

Section 2. The Board will deduct from the pay of employees in the months of October through June all CSEA deductions, including disability insurance premiums, becoming due and payable and remit said deductions directly to CSEA in one check.

Section 3. The District agrees to deduct from the wages of all non-CSEA members within the bargaining unit an Agency Shop fee in the amount of the dues levied by CSEA. Such sums shall be transmitted at the close of each pay period to Civil Service Employees Association, 143 Washington Avenue, Albany, New York. The District shall not be liable to any employee for any deduction made pursuant to this Section and CSEA agrees to save and hold the District harmless, including legal fees and other reasonable and necessary expenses against any claim whatsoever arising out of the deduction and transmittal of agency shop fees. The Association affirms that it has adopted such procedure for refund of agency fee deductions as required in New York State Civil Service Law Section 208; this provision for agency fee deduction shall continue in effect as long as the Association maintains such procedure. The District agrees to cooperate with CSEA in its compliance with the advance deduction/refund requirement of applicable law by furnishing CSEA with the names and addresses of agency shop fee payors and assisting CSEA in locating agency shop fee payors in the event CSEA is unable to locate them.

ARTICLE II / STRIKE PROHIBITION

The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment of any employees, and no employee shall cause or participate in any strike or refuse to perform the duties of his or her employment.

ARTICLE III / MEMBERSHIP PRACTICES

Section 1. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees of the units herein designated.

Section 2. The Board agrees not to discriminate against any employee in regard to their hiring or any other term and condition of employment on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of an employee organization.

ARTICLE IV / GRIEVANCE PROCEDURES

In compliance with New York State General Municipal Law Article 15-c, the following procedure has been established for processing grievances of personnel of the Office Personnel Unit, the Operations and Maintenance Unit and the Transportation Unit in the Ravena-Coeymans-Selkirk Central School District.

Purpose: The purpose for enacting these procedures is to establish a more harmonious and cooperative relationship between the school system and its employees and, at the same time, to provide a means by which certain grievances can be settled between employer and employee. Any employee of the Office Personnel Unit, the Operations and Maintenance Unit and the Transportation Unit will be free to present his or her grievance without coercion, interference, restraint, discrimination or reprisal.

Definition: "Grievance" shall mean any alleged violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administration orders or work rules of the District, or the specific terms of this collectively negotiated agreement, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law, or any rules or regulations having the force and effect of law.

ARTICLE IV / GRIEVANCE PROCEDURES (CONTINUED)

Representation: CSEA shall have the exclusive right to represent any employee upon the employee's request, at any step of the grievance procedure. However, an individual employee may represent himself or herself in processing his or her grievance at Steps I, II & III.

Procedure:

Step I. Written presentation of grievance to immediate supervisor by the aggrieved and/or a representative of the aggrieved on the form attached as Appendix "A". Oral answer to be given aggrieved no more than five (5) days after oral discussion.

Step II. Written presentation by the aggrieved and/or the representative to the Business Administrator no more than ten (10) working days after the Step I decision.

The Business Administrator shall hold an informal hearing no more than five (5) working days after receiving the Step II appeal.

The Business Administrator shall issue a written Step II decision no more than five (5) working days after the Step II hearing.

The President of the CSEA Local/Unit or his or her proxy shall be granted administrative leave for the purpose of attending Step II grievance hearings for up to one (1) hour per grievance.

Step III. A written appeal must be made, in writing, to the Superintendent of Schools no more than five (5) working days after receipt of Step II decision. The Superintendent shall hold a formal hearing no more than ten (10) working days after receiving Step III appeal. The Superintendent shall render a written decision no more than five (5) working days after the hearing.

Step IV. An appeal from the Step III decision may be made by CSEA to the full Board of Education no more than five (5) working days from the Step III decision. The Board shall schedule a formal hearing at the next scheduled Board meeting. The Board shall render a written decision no more than five (5) working days after the hearing.

Step V. Final and Binding Arbitration.

An appeal from a Step IV decision may be made by CSEA within fifteen (15) working days of the Step IV decision. Such appeal

ARTICLE IV / GRIEVANCE PROCEDURES (CONTINUED)

shall be made in writing to the Public Employment Relations Board for the selection of an arbitrator. A copy of such demand shall simultaneously be sent to the Superintendent of Schools. The parties shall be bound by the rules and procedures of PERB in the selection of the arbitrator.

All fees and expenses of the arbitrator shall be divided equally between the parties.

General Conditions:

Any grievance must be initiated within thirty (30) school days after the occurrence which gives rise to the grievance or within thirty (30) school days after the grievant party knew or should have known of the occurrence which is the basis for the grievance. In any event, no grievance may be initiated more than three (3) months (ninety [90] calendar days) after the occurrence which gives rise to the grievance.

When the occurrence which gives rise to the grievance of a ten month employee occurs during the summer recess period, the ninety calendar day period shall be extended, if necessary, and shall expire on October 15, of the following school year.

In the event the District fails to respond within the required time limits, the grievance may progress to the next step of the procedure.

Extensions of time limits may occur when mutually agreeable in writing.

Both parties agree to try to resolve a grievance in the shortest possible period of time.

Any Step or meeting in the above procedure, may be waived by mutual agreement.

If the grievant fails to proceed to the next step of the procedure within time limits provided, the grievance is deemed terminated.

ARTICLE V / NEGOTIATING PROCEDURES

1. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

ARTICLE V / NEGOTIATING PROCEDURES (CONTINUED)

2. No later than January 20th of each year in which the Agreement expires, the parties will enter into good faith negotiations over a successor agreement covering the following year. The parties shall make good faith efforts to exchange written proposals no later than February 20th of the expiration year.

3. The parties shall recognize the rules and procedures of resolving collective bargaining disputes as provided for under Section 209 of the Civil Service Law (Taylor Law).

4. Neither party in any negotiations shall have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district. While no formal agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS

See individual appendices for the Office Personnel Unit and Operations and Maintenance Unit and the Transportation Unit for items pertaining to the above Article.

Section 1. Distribution of Salary Statement and Schedule

A detailed salary statement and schedule shall be received no later than September 30th of the ensuing year if negotiations are completed with the units.

Section 2. Mileage Allowance

The per mile allowance for employees using their own vehicles for authorized travel shall be equal to the mileage allowed by the Internal Revenue Service.

Section 3. Distribution of Contract

Copies of the contract will be reproduced by the Board of Education and distributed to non-teaching personnel within two weeks after signing it, if possible.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 4. Payroll Schedule

The payroll schedule shall be based on a daily rate of pay and shall begin as of the second Friday in July and continue on an every other Friday basis through the month of June. The District will attempt to make final salary payment to hourly employees no later than two (2) weeks after the last day of work in the month of June. It is hereby agreed that the District will provide coding on employees' paycheck stubs which indicates regular pay/regular hours, overtime pay and extra pay.

Section 5. Vacancies

a. A vacancy is a Board established position which is vacated due to retirement, resignation, death, promotion, dismissal or authorized leave of not less than thirty (30) days.

b. The school district shall establish and maintain procedures for distributing or posting announcements of vacancies in positions at least fifteen (15) calendar days prior to the date they are to be filled.

After authorization by the Board of Education to post a vacancy, announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required and number of vacancies. When such vacancies are announced as provided herein, employees who wish to be considered for appointment or reappointment to such vacancies, shall be allowed to bid for such vacancies, provided, however, that such bid must be filed with the school district within fifteen (15) days following the announcement of the vacancy. An employee who applies for a job vacancy in accordance with this provision shall be interviewed for such vacancy upon request. Employees not selected for the job vacancy shall be notified in writing of the fact of non-selection.

Appointments to competitive class positions shall be made in accordance with applicable Civil Service rules. In the case of appointments to non-competitive or labor class positions, seniority in the school district shall be the determining factor when all factors of qualifications for the position are equal. Board authorized vacancies will be filled within a reasonable period of time.

c. A person who receives an assignment within the District which may require a movement from one shift or location to another within the same job title shall have a twenty-six (26) calendar day minimum and a thirty (30) calendar day maximum trial period at the

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

position, within which time he or she may request returning to the originating position. The employee will received guarantees that he or she will be able to return to his or her original position if so desired by that individual, when the trial period is completed. The Superintendent of Schools shall also have a twenty-six (26) calendar day minimum and a thirty (30) calendar day maximum trial period in which to return the transferee to their former position. The trial period shall not constitute any modification of the probationary period determined by the Board of Education and/or Civil Service Law.

The District will only be required to post a vacant position once. In the event a unit member transferred to the vacancy as a result of responding to the posting exercises the right to revert to his/her former position, the District may offer the position, in order, to the remaining unit members who applied to the initial posting.

The District shall be required to repost only if none of the original applicants accepts and remains in the position, in which event none of the original applicants shall be considered for the position following the reposting.

A person who receives an appointment with the District by promotion or original appointment shall be required to serve a probationary period in accordance with the Civil Service Rules of the State of New York and the Albany County Civil Service Rules. When a permanent employee is promoted to a position in which he or she is required to serve a probationary term, the position thus vacated by him or her shall not be filled, except on a temporary basis. At any time during such probationary term, the employee shall have the right to return to his or her previous position at his or her own election, assuming the vacated position was held on a permanent basis.

If the conduct of the probationer is not satisfactory to the District, the employee shall be restored to his or her former permanent position at the end of the probationary term.

d. A temporary substitute position shall consist of any permanent position that is to be filled for a period of three (3) days or more on a temporary basis, due to illness, leave of absence, etc. An employee who works in a higher classification for a period of three (3) consecutive days shall begin payment on the fourth day at a higher classification schedule at the same step that he or she owns. Working in a higher job classification on a temporary basis does not constitute working in that classification.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 6. Change of Working Conditions - Notice

Employees are to be given a written ten (10) day notice prior to any reduction in either (1) his/her rate of pay, or (2) the number of working hours that he/she receives.

Section 7. Time Clocks

The time clock is to record attendance of work.

Employees of all departments shall punch in when reporting to work and punch out at the termination of work day. If an employee must leave the building or grounds for personal reasons, i.e., lunch, bank, etc., anytime during their work day, they must punch their time card out and in. Exceptions shall be authorized and signed by their supervisor.

Time is paid to contract personnel in accordance with their normal work day unless time card records otherwise. Hourly personnel will be compensated according to the time card.

No person shall punch other than his or her own card. Violations may result in disciplinary action.

Additions and deductions shall be by five (5) minute units.

Any and all overtime shall be approved by the supervisor.

No employee should punch in earlier than 15 minutes before his or her starting time unless authorized and signed for by their supervisor.

Members of the Office Personnel Unit shall be exempt from the above provision. Employees of said unit shall be expected to comply with a sign-in and sign-out procedure established by the District.

Section 8. New Employees

a. The District will provide new employees with a copy of the collective bargaining agreement, necessary general instructions and other forms as soon as possible after appointment of the person.

b. The District shall notify the Unit President of a new employee's name, date of hire, position, work location and other personnel changes as they occur.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 9. Paid Holidays

a. The latest revised official Board approved calendar shall have the word "official" in its heading. The Association shall request in writing by July 1 of the prior year the two (2) additional paid holidays which they prefer for the next fiscal year. The ten (10) holidays which are also paid holidays are:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas
Veteran's Day

b. The paid holidays for the school year will be established after the final approval of the official school calendar for the school year. There will be no fewer than twelve (12) paid holidays for the school year. Any changes during the school year subsequent to official adoption of the school calendar shall be within the authority of the Board of Education.

c. A ten month employee who works during the summer shall be entitled to compensation for paid holidays in the months of July and August if the employee works on the last day the school business office is open prior to the holiday and the first day the school business office is open following the holiday.

d. If a 10 month employee works the day before and the day after a legal holiday during the school year, the employee shall be paid for the said holiday.

e. In the event the District declares less than the total number of snow or emergency days set forth in the official school calendar, all employees shall be granted an extra paid holiday to be used in conjunction with the Memorial Day weekend.

Section 10. Vacation

a. General Information

1. All personnel working under an annual 52-week contract are eligible for vacation rights. This period of service must be continuous for eligibility.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Twelve month employees shall be granted annual vacation of two (2) weeks after one (1) year; one (1) additional day of vacation per year shall be granted said employees commencing with an employee's sixth (6th) year of employment up to a maximum of twenty (20) vacation days after fifteen (15) years of service.

Ten month employees who received a permanent appointment to a twelve month position shall be eligible to use ten-twelfths (10/12ths) of their previous service with the District solely for the purpose of computing vacation rights.

2. Vacations may be accumulated up to thirty (30) days with the prior approval of the Board of Education.

3. All employees, eligible for vacation rights, must take vacation during the times that school is not in session for students. Board approval is required for an exception. The schedule of exact vacation dates is the responsibility of the immediate supervisor.

4. Vacations are calculated as of June 30th, are not fully earned until that date, and may not be taken before then except by Board approval.

5. The splitting of vacations should be avoided. An employee should not take less than a full week at a time. Splitting of vacations will be permitted when it is beneficial to the District.

6. If any of the pre-approved non-teaching holidays fall within an employee's vacation period, he or she is allowed an extra day for vacation. This extra day is to be taken immediately before or immediately after the employee's scheduled vacation period.

7. Pay in lieu of vacation is permitted only in very unusual circumstances beneficial to the District and must be approved by the Superintendent of Schools.

8. Each supervisor must keep records indicating the vacation each employee has earned and taken. The Business office shall maintain the same records.

b. Amount of Vacation Earned (less than one full year of service)

If a person starts to work on or before the 15th day of the month, he or she will receive full vacation credit for that month. Earned

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

vacation days shall not be credited to an employee unless he or she has completed six months of continuous service.

Months of Service

Amount of Vacation

1	1 Day
2	2 Days
3	3 Days
4	4 Days
5 or 6	5 Days (one work week)
7	6 Days
8	7 Days
9	8 Days
10	9 Days
11 or 12	10 Days (two work weeks)

Any employee entitled to vacation benefits under this section who shall resign for retirement purposes shall not forfeit his/her right to such vacation time and shall be paid for said time earned to the date of separation from his/her employment in accordance with the following schedule:

Completed Month of Service From July 1 - June 30

Percentage of 12 Month Vacation Time Eligible For Payment

1	8.3
2	16.7
3	25.0
4	33.3
5	41.7
6	50.0
7	58.3
8	66.7
9	75.0
10	83.3
11	91.7
12	100.0

Section 11. Leave Policy

a. Family Illness

An employee may use up to ten (10) of his or her sick leave days for illness in the immediate family. "Immediate" family shall be interpreted to mean spouse, parent or child.

ARTICLE VI / WORK SCHEDULES AND CONDITIONS (CONTINUED)

b. Death in Family

A maximum of five (5) days per year may be granted to an employee, who is eligible for sick leave benefits, in the event of death in the employee's immediate family. "Immediate" family shall be interpreted to mean spouse, parent, mother or father-in-law, son or daughter-in-law, child brother or sister, grandparents or grandchild by blood, marriage or legal adoption, but excluding uncles, aunts, nephews or nieces who are blood relatives unless they are living in the same house. This leave shall be without deduction in pay and shall not be deducted from sick leave.

c. Sick Leave Use

The parties agree to reopen negotiations in the third year of the Agreement if there continues to be sick leave abuse despite the District's implementation of the terms of the Appendix "B" - Use of Sick Leave.

d. Personal Leave

Three (3) days of personal leave per school year without any deduction from sick leave and without any specified reason shall be granted to all members of the staff who are eligible for sick leave benefits. If these personal leave days are unused, they will be added to the employee's accumulated sick leave. Except in emergencies, the employee taking personal leave shall give his or her supervisor written notice of such leave at least three (3) days in advance of the days he or she will be absent. Such personal leave shall not be granted for days preceding or following a holiday except by Board approval.

e. Military Leave

In accordance with law, the School District shall allow up to thirty (30) days of leave with pay for eligible employees and such leave shall not be charged to vacation rights.

f. Jury Duty

An employee who is called to serve on a jury during a week he or she would otherwise be working is expected to request that the service be rescheduled to a recess period. If the employee is unable to have the service rescheduled, or if jury service which commences during a recess period lasts beyond the end of that

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

period, the employee shall be granted jury leave, and paid in full by the District without charge against any accrued leave time. The employee shall report to work on any day, during the period of jury service, when he or she is not required to perform jury service, and shall return to work at the end of jury service on each day the employee is released by the court prior to the end of the employee's normal working day. However, an employee released late in the work day will not be required to report to work.

g. Parental Leave

Disability due to pregnancy is to be treated as any other disability with respect to use of sick leave or any other leave policies. A pregnant employee may take sick leave commencing with the onset of her actual disability and shall return to work upon the termination of her actual disability, as in the case of any other disability, or may in the alternative request unpaid leave as hereinafter provided. Since sick leave pay is intended as income protection against loss of wages caused by sickness of physical disability, the District shall pay any employee physically disabled by reason of maternity, accrued sick leave benefits for that portion of the school year coinciding with such disability or aggravation of such disability, unless such employee has elected to take unpaid maternity leave during which sick leave is not applicable.

If an employee desires unpaid leave prior to the onset of her disability or subsequent to the termination of her disability, she may, at her sole option, request unpaid maternity leave.

Extended leaves of absence of up to two years are available for maternity purposes upon application to the Board of Education. If the extended leave of absence is to exceed one semester her return date of employment must coincide with the beginning of the school year or school semester. Exceptions to this rule may be requested, in writing, to the Board of Education.

The Board of Education requests that notice of pregnancy be given the Superintendent of Schools as soon as possible.

With respect to either type leave, an employee may continue in her position as long as she is able to perform all of her job-related assignments. The Board of Education may, after the fourth month of pregnancy, require a monthly statement from her attending physician verifying such capability.

ARTICLE VI / WORK SCHEDULE AND CONDITIONS (CONTINUED)

An employee returning from either type leave after the termination of her pregnancy may be required to submit written authorization from her physician indicating that she is capable of performing all of her job-related duties.

h. Other Leave of Absence

An employee's request for a leave of absence, other than those explained above (a through g) or for extension beyond the limitation of the above leave regulations, must be in writing and forwarded to the Superintendent of Schools. The decision relative to said request will be made by the Board of Education. An employee may return to work after he or she presents a doctor's certificate indicating that he or she is able to do so.

i. Union Time

The CSEA unit officers or designated representative shall be allowed an aggregate total of 5 days off with pay to attend CSEA conventions, workshops or other official functions of CSEA. No more than 2 CSEA officers or designated representatives shall be allowed days off at any one time. The CSEA officers shall provide the District with a minimum of 2 school days' notice of their intention to attend CSEA sponsored functions as provided in this section.

Section 12. Leave Donation Program

a. The District will provide a Leave Donation Program for members of the bargaining unit. Details of the program will be worked out by the Labor-Management Committee.

ARTICLE VII / INSURANCE, RETIREMENT AND LONGEVITY

Section 1. Insurance (Health and Life)

a. Health Insurance

The District's contribution to the family hospitalization insurance premium will be 80%. The district's contribution to the individual hospitalization insurance premium shall be 85%. The co-pay provisions of the prescription drug plan will be \$5.00. Major medical coverage shall be \$1,000.00.

ARTICLE VII / INSURANCE, RETIREMENT AND LONGEVITY (CONTINUED)

The District's contribution for employees hired on or after July 1, 1997 shall be as follows: 60% for the Individual Plan, 75% for 2 Person or Family Plan.

b. Life Insurance

The life insurance benefits of the hospitalization plan will be \$10,000.00.

c. Dental Insurance

The District contribution for employees will be \$425.00 per year. The District will be required to make contributions only for those eligible employees and their eligible dependents from the time that the employee joins the plan.

d. Vision Plan

The District will offer CSEA Gold 13 Vision Plan to the CSEA Bargaining unit. The District's annual contribution to premiums in each of the four years will be \$55.00 for Individual plan participants and \$138.00 for Family plan participants.

In addition, the District will purchase prescription safety glasses for each unit member whose duties require the use of safety glasses and who wears prescription glasses, up to a maximum cost of \$19.99 per unit member. All unit members whose duties require the use of safety glasses shall be required to wear safety glasses when performing such duties.

Section 2. Retirement System

The Board shall provide the eligible non-teaching personnel with the benefits of the 75g Plan and the 75i Enhancement of the New York State Employees' Retirement System.

Section 3. Sick and Personal Leave at Retirement

When employees retire pursuant to the rules and regulations of the New York State Retirement System, the following options are available:

a. For employee retiring with less than 20 years of service the amount available for health insurance benefits or cash are as follows:

ARTICLE VII / INSURANCE, RETIREMENT AND LONGEVITY (CONTINUED)

1) 55% of accumulated sick leave up to 200 days, times the employee's daily rate at retirement;

-or-

2) Lift the cap on sick days and use a formula of sick days/327 to determine the percentage, then that percentage times the number of sick days times the employee's daily rate.

b. When an employee retires with more than 20 years of service the options are as follows:

1) Health Insurance.

a. 100% of sick days up to 200 times the employee's daily rate.

-or-

b. If sick days are greater than 327, use a formula of sick days/327 to determine the percentage, then use that percentage times the number of sick days times the employee's daily rate.

2. Cash Option.

a. 55% of accumulated sick leave up to 200 days times the employee's daily rate of retirement.

-or-

b. Lift the cap on sick days and use a formula of sick days/327 to determine the percentage. Then use that percentage times the number of sick days times the employee's daily rate.

Employees may notify the District that they wish to continue in the health insurance program when their credit expires by contributing the full amount of the premium themselves.

Notice of Retirement for Cash Option Benefit: Up to one half of the cash benefit may be taken at retirement. The remainder of the cash benefit shall be paid in cash to him/her on July 1st following the date of retirement, providing the retiring employee has given six (6) months notice of his/her intention to retire to the District. If not, the retiring employee shall receive payment on the next July 1st.

ARTICLE VII / INSURANCE, RETIREMENT AND LONGEVITY (CONTINUED)

Death Benefit: Should a retiree die before all accrued retirement benefits are used (cash or insurance) the balance will be paid to the designated beneficiary as per the NYS Retirement System. If employee is not a member of NYS Retirement System, said benefits will be paid to the estate of the employee.

Section 4. Seniority Provisions

- a. Seniority based on school district records shall prevail.
- b. Seniority shall begin on the day of actual reporting to work for which the employee receives pay but shall not include substitute time served in the District. If two (2) or more employees commence work on the same day, seniority shall be decided by the alphabetical order of surnames.
- c. For other than promotional appointments, seniority shall be a determining factor with the following provisions:
 - 1. Any person wishing to exercise his or her seniority must be able and competent to perform the duties involved, and;
 - 2. Such ability and competency will be determined solely by the school district.
- d. Vacancies shall be provided for at least fifteen (15) working days.
- e. Permanent employees shall accumulate seniority within their original department. If movement into another department occurs, seniority for promotional or lateral purpose within the new department shall begin from date of employment in the new department. Bumping procedures, if necessary, shall occur only within each department. Seniority will not be accrued in a different department when employed as temporary Summer help. Departmental seniority will always remain as long as the employee is employed in the District.
- f. If an employee leaves the District for reasons other than illness, disability or for those reasons set forth in Section 11 of Article VI, said person's employment shall be terminated. If said person is rehired by the Ravena-Coeymans-Selkirk School District, this person's seniority shall start as a new employee regardless of past years experience.
- g. Upon request by an authorized representative of the CSEA, the District shall annually provide a seniority list including the employee's name, title, and seniority date.

ARTICLE VII / INSURANCE, RETIREMENT AND LONGEVITY (CONTINUED)

Section 5. Existing Benefits

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the employer (unless specifically excluded by this Agreement) shall remain in full force and effect during the life of this Agreement.

Section 6. Payment for Longevity

After 15 Years

\$750.00

After 20 Years

\$1,000.00

After 25 Years

\$1,250.00

ARTICLE VIII / DISCIPLINE DISCHARGE

Employees in the non-competitive and labor class positions who have been permanently appointed shall in the event of any disciplinary or discharge proceeding be provided with a statement of charges and an opportunity to be heard before the Superintendent of Schools.

If the employee is not satisfied with the Superintendent's decision, said employee could present his or her case to the Board of Education. The Board's decision would be final and would not be subject to the grievance procedure.

An employee in a non-competitive position who has five or more years of seniority will be given all rights under Section 75 of the New York State Civil Service Law.

ARTICLE IX / LABOR-MANAGEMENT COMMITTEE

The District and CSEA Unit shall form a Labor-Management Committee to meet at least bimonthly for the purpose of discussing and attempting to resolve matters of mutual concern. The Committee shall not have the power to bind either party to a course of action without the authorization of each party's governing board. The Committee shall be comprised of representatives of the District and 3 representatives of the CSEA Unit.

In addition, the Labor Management Committee will, at least once annually, review the condition of the tools owned by the District, and determine which tools need to be purchased or replaced.

ARTICLE X / EMPLOYEE PROTECTION

A. Employees will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.

B. The immediate supervisor will comply with any reasonable request from the employee for information in the immediate supervisor's possession relating to the incident or the persons involved.

C. 1. The School District agrees to save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, provided such employees, at the time of the accident or injury were acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board of Education.

2. Employees shall notify their immediate supervisor of any accident or claim against them which might be covered by this section immediately after the accident occurs or the employee knows of the claim.

3. Under no circumstances shall employees use their own vehicle for school trips unless authorized by the administration or under an emergency situation.

4. The Board of Education shall not be subject to the duty imposed by this section unless such employees shall within ten (10) days of the time they are served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of the same to the Board of Education.

ARTICLE XI / PERSONAL INJURY BENEFITS

A. Whenever employees are absent from employment and are unable to perform their duties as a result of an accident or injury occurring in the course of employment and are receiving Workers' Compensation payments for such absence, they will be paid their full salary during said absence from employment up to a period of one (1) year. The District shall receive the amount of any Workers' Compensation paid to said employee during the aforesaid period of time. If said employee has accumulated sick leave, the difference between the payments to the employee from the District and the amount of the Workers' Compensation received by the District shall be charged to

ARTICLE XI / PERSONAL INJURY BENEFITS (CONTINUED)

the employee's accumulated sick leave on a pro rata basis. The lack of accumulated sick leave shall in no way disqualify an employee from the payment of his or her salary set forth above. Where such absence is the result of assault, in addition to the above benefits, no part of such absence will be charged to employees' annual or accumulated sick leave.

B. The School District shall reimburse employees for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation or the District Health Plan, which are damaged, destroyed or lost as a result of an assault suffered by employees while they were acting in the discharge of their duties within the scope of their employment.

ARTICLE XII / BULLETIN BOARDS

The District shall make available a reasonable amount of exclusive bulletin board space at each District building where CSEA represented employees are located for the purpose of the Unit posting bulletins, notices and material issued by CSEA.

ARTICLE XIII / DURATION OF AGREEMENT

This contract shall be in effect from July 1, 2000 through June 30, 2004.

The Civil Service Employees
Association, Inc., Local 1000,
AFSCME, AFL-CIO for the
Ravena-Coeymans-Selkirk Central
School District Unit of Albany
County Local 801

Ravena-Coeymans-Selkirk Central
School District Board of
Education

Charlotte McClaire
Unit President

Meritt R. O'Neil
Board President

Stanley A. Tuttle

David W. Wasi Business Administrator

Giana M. Perrine

[Signature]
Chief Negotiator

[Signature]

[Signature]

[Signature]

[Signature]

Angelique M. Byrte
LHS,

Dated this _____ day of _____, 2001.

**RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL
SELKIRK, NEW YORK**

PART 2

OFFICE PERSONNEL UNIT

AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 2000, by and between the Board of Education of the Ravena-Coeymans-Selkirk Central School District, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Ravena-Coeymans-Selkirk Central School District Unit of Albany County Local 801, hereinafter referred to as the "Association" or "CSEA."

I N D E X

PART 2. OFFICE PERSONNEL UNIT AGREEMENT

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OFFICE PERSONNEL UNIT

PREAMBLE

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT, hereinafter called the "BOARD", AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO for the RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT UNIT OF ALBANY COUNTY LOCAL 801, hereinafter referred to as the "Association" or as "CSEA".

ARTICLE I / RECOGNITION

Section 1. The Board recognizes the Ravena-Coeymans-Selkirk Central School District Unit for the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, of Albany County Local 801, as the exclusive representative for the purpose of collective negotiating with respect to wages, hours and other terms and conditions of employment for all members of the Office Personnel Unit of the Ravena-Coeymans-Selkirk Central School District.

Section 2. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Board or in the Superintendent of Schools as delegated by the Board.

ARTICLE II / WORK SCHEDULE AND CONDITIONS

Section 1. General Working Regulations.

a. All office personnel shall have an eight (8) hour work day which includes a half-hour lunch period with the exception of the switchboard operator and the central office staff who will have an eight and one-half (8 1/2) hour work day including one (1) hour lunch period. The maximum work year is from July 1 through June 30th (the school fiscal year). The actual work year of each position shall be established annually.

b. An Office Personnel unit member shall telephone the building principal of the building in which he or she works or, for those not working in school buildings, the employee's direct supervisor as early as possible if he or she is unable to report for work.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

c. Ten and eleven month employees will be free on non-school days except for snow days and except days listed as part of their officially approved yearly work calendar. Office Personnel are not obligated to work on days other than those listed in their officially approved yearly work calendar except on a voluntary basis.

d. Snow days. When schools are closed due to inclement weather (snow days), members of the Office Personnel Unit are required to report to work. Under such inclement conditions employees who are late are not penalized when the lateness is due to the conditions causing schools to be closed. The Superintendent or his designee will make any determination to dismiss employees. Full recognition exists that conditions severe enough to close schools will create hardship and danger for personnel coming to work. It is not the intention of the Board of Education or Administration that employees should jeopardize their personal safety. Efforts to report to work should be governed by good judgment and necessary precautions for personal safety.

e. Early Dismissal

1. When all schools are dismissed because of inclement weather and/or emergency reasons, the Office Personnel, including the central office, will be permitted to leave one-half (1/2) hour after schools are dismissed. However, one unit member will stay in each school until notified by the bus garage that all students from that school are home; that unit member will be paid at time and one half his/her regular pay starting one-half (1/2) hour after school is dismissed. The unit member who remains at the high school will be the switchboard operator; at the middle school it will be a volunteer or, if there is no volunteer, the least senior member of the office personnel unit; at the elementary schools it will be the school secretary. If the switchboard operator is absent, the School District will make reasonable efforts to find a substitute, but if none is available the duty will be assigned in the same manner as at the Middle School.

When the school calendar calls for early student dismissal of an individual school, Office Personnel unit members (including the switchboard operator, if applicable) in those building shall be permitted to leave one-half (1/2) hour after students are dismissed. Note: This provision is not applicable to days set forth in the official, or subsequently revised, school calendar, as Superintendent/Parent Conference Days.

2. When an early dismissal occurs, the secretary at the bus garage will remain on duty until all buses are accounted for.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

3. When the senior high school building is closed because of lack of heat or power, however, the switchboard operator will be permitted to leave one-half (1/2) hour after elementary student dismissal; the switchboard operator will be paid at time and one-half (1/2) his/her regular pay starting one-half hour after high school student dismissal.

4. When any other particular building is without heat or power, Office Personnel are permitted to be dismissed also one-half (1/2) hour after dismissal of students.

f. Overtime

1. Overtime shall be paid at the rate of 1 1/2 times the employee's established hourly rate for any work performed in excess of thirty-seven and one-half (37 1/2) hours of straight time during his or her work week, including accumulated sick leave, personal leave, vacation, holiday or non-school day time.

2. Overtime payment will be made each pay day and an attempt will be made to publish the payroll dates included in the check.

g. Higher Classification

1. An employee who works in a higher job classification for a period of five (5) consecutive days shall receive payment in accordance with the higher classification schedule at their same step placement retroactive to the first day of working in the higher classified job. Working with a person in a higher job classification does not constitute working in the classification.

2. When a contract employee in a higher classification plans to be out for a period of more than one week (five (5) working days) and the position is offered to a qualified contract employee, it shall be on a seniority basis at the higher rate of pay.

h. Lunch hour during Summer and school vacation days to be one-half (1/2) hour in duration. Work days shall be 8:00 AM to 3:30 PM.

Section 2. Paid Holidays

Holidays to be considered as paid holidays for members of the Office Personnel Unit are determined by their respective period of employment.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 3. Sick Leave Policy

1. Employees who are assigned a position requiring eighteen and three-quarters (18 3/4) or more regularly scheduled hours of employment per week may be eligible for sick leave benefits. The sick leave benefits shall be granted at the rate of 1 1/2 days per month of employment, "front loaded" as is the current practice, to all positions regularly assigned 37 1/2 hours per week. All positions regularly assigned 18 3/4 up to 37 1/2 hours per week shall receive credit for 3/4 of a day per month of employment.

Sick leave days shall be cumulative to a maximum of 200 days.

2. When a ten or eleven month contract employee is engaged for full time employment during the months of July and August, he or she will be credited with one and one-half (1 1/2) days sick leave per each month.

3. New employees will not be granted any sick leave benefits until after 30 days of employment. In the event that an employee is absent from work due to illness during this time period, such time shall be granted without pay. Upon the 31st day of employment, new employees will receive 6 days of sick leave. In the event an employee utilizes all six days of sick leave time provided, prior to the commencement of the 5th month of employment, any additional sick leave granted shall be without pay. Commencing the 5th month of employment the new employee will now accrue sick leave benefits as stated in the paragraph directly above. Employees hired on or after July 1, 2000 shall, throughout their period of employment in the District, earn sick leave at the rate of one and one-half (1 1/2) days per month, credited at the end of the month in which it is earned.

4. The Board may require a doctor's certificate after five (5) days of consecutive absence. Preceded by a written administrative warning, the Board may require a doctor's certificate for absence on days immediately preceding or following a holiday or for any other cases deemed necessary by the Administration.

Section 4. CASDA Conference

The School District will send, at no expense to the employees two (2) secretaries annually to the CASDA Secretarial Conference.

ARTICLE III / COMPENSATION

Section 1. Salary

1. The salary schedules for 2000-2001, 2001-2002, 2002-2003 and 2003-2004 appear on page 31 and reflect a 2% increase on the schedule each year.
2. Each employee shall receive a salary statement for the years 2000-2001, 2001-2002, 2002-2003 and 2003-2004 with a detailed computation of his or her individual salary.
3. Employees who are on or above the top step for the 2000-2001 year shall receive a 3.5% increase (retroactive) prorated for the period July 1, 2000 to June 30, 2001.
4. Employees who are on or above the top step for the 2001-2002 year shall received a 3.5% increase prorated for the period July 1, 2001 to June 30, 2002.
5. Employees who are on or above the top step for the 2002-2003 year shall receive a 3.5% increase prorated for the period July 1, 2002 to June 30, 2003.
6. Employees who are on or above the top step for the 2003-2004 year shall receive a 3.5% increase prorated for the period July 1, 2003 to June 30, 2004.

ARTICLE IV / DURATION OF AGREEMENT

This contract shall be in effect from July 1, 2000 and shall remain in effect until June 30, 2004.

The Civil Service Employees
Association, Inc., Local 1000,
AFSCME, AFL-CIO, for the
Ravena-Coeymans-Selkirk Central
School District Unit of Albany
County Local 801

Ravena-Coeymans-Selkirk Central
School District Board of
Education

Charlotte duCharme
Unit President

Mark Hall
Board President

Stanley A. Tuley

David Weiss Business Administrator

Diana D. Perrine

Chief Negotiator

Carl J. Jones

Sally Peronzo

Wesley R. Roney

Gail M. Oles

Angelique M. Bywater, LRS

Date this _____ day of _____, 2001

SALARY SCHEDULE
OFFICE PERSONNEL UNIT

STEP	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
TELEPHONE OPERATOR TYPIST									
00-01	19,839	20,603	21,395	23,297	23,917	24,439	25,058	25,587	26,203
01-02	20,236	21,015	21,822	23,763	24,395	24,928	25,560	26,098	26,727
02-03	20,640	21,435	22,259	24,238	24,883	25,427	26,071	26,620	27,261
03-04	21,053	21,864	22,704	24,723	25,381	25,935	26,592	27,153	27,807
SENIOR TYPIST									
00-01	21,308	22,127	22,981	24,881	25,587	26,375	27,085	27,879	28,582
01-02	21,734	22,569	23,440	25,378	26,098	26,903	27,627	28,436	29,154
02-03	22,169	23,021	23,909	25,886	26,620	27,441	28,179	29,005	29,737
03-04	22,162	23,481	24,387	26,404	27,153	27,990	28,743	29,585	30,332
SR. STENOGRAPHER									
00-01	22,208	23,063	23,950	25,847	26,556	27,352	28,050	28,844	29,550
01-02	22,653	23,524	24,429	26,364	27,087	27,899	28,611	29,420	30,141
02-03	23,106	23,995	24,917	26,891	27,629	28,457	29,183	30,009	30,744
03-04	23,566	24,475	25,416	27,429	28,181	29,027	29,767	30,609	31,359
SR. ACCOUNT CLERK/ COMPUTER OPERATOR									
00-01	24,770	25,725	26,715	27,405	28,111	28,902	29,604	30,401	31,104
01-02	25,265	26,240	27,249	27,953	28,673	29,480	30,197	31,009	31,726
02-03	25,770	26,765	27,794	28,513	29,247	30,069	30,801	31,629	32,360
03-04	26,286	27,300	28,350	29,083	29,832	30,671	31,417	32,262	33,008

The stated salaries are for a 52 week year. Salaries will be prorated and the prorating shall be based upon that percentage of a 52 week year an employee works.

**RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL
SELKIRK, NEW YORK**

PART 3

OPERATIONS AND MAINTENANCE UNIT

AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 2000, by and between the Board of Education of the Ravena-Coeymans-Selkirk Central School District, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Ravena-Coeymans-Selkirk Central School District Unit of Albany County Local 801, hereinafter referred to as the "Association" or as "CSEA".

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OPERATIONS AND MAINTENANCE UNIT

PREAMBLE

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT, hereinafter called the "Board", AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO for the RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT UNIT OF ALBANY COUNTY LOCAL 801, hereinafter referred to as the "Association" or as "CSEA".

ARTICLE I / RECOGNITION

Section 1. The Board recognizes the Ravena-Coeymans-Selkirk Central School District Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for Albany County Local 801, as the exclusive representative for the purpose of collective negotiating with respect to wages, hours and other terms and conditions of employment for all members of the Operations and Maintenance Unit of the Ravena-Coeymans-Selkirk Central School District.

Section 2. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Board or in the Superintendent of Schools as delegated by the Board.

ARTICLE II / WORK SCHEDULE AND CONDITIONS

Section 1. General Working Regulations

a. Eight hours shall constitute the regular work day. The work year is from July 1 through June 30th (the school fiscal year).

b. The regular work day for the Summer vacation period and all break periods shall be 7:00a.m. to 3:30p.m. However, should the Supervisor of Operations and Maintenance need to assign an employee or employees to a different shift, the employees will be assigned in the following manner:

Summer Break: the least senior employee shall be assigned first.

Other Break Periods: the least senior employee ordinarily assigned to the night shift shall be assigned first.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

c. Employees must telephone the Superintendent of Buildings and Grounds or his/her designee as early as possible each day the employee is unable to report to work. Employees who will be out for a predetermined length of time and have so notified the Superintendent of Buildings and Grounds are not subject to the daily telephone requirement.

d. When schools are closed due to inclement weather (snow days), members of the Operations and Maintenance Unit are required to report to work. Under such inclement conditions, employees who are late are not penalized when the lateness is due to the conditions causing schools to be closed. The Superintendent or his designee will make any determination to dismiss employees. Full recognition exists that conditions severe enough to close school will create hardships and danger for personnel coming to work. It is not the intention of the Board of Education or Administration that employees should jeopardize their personal safety. Efforts to report to work should be governed by good judgment and necessary precautions for personal safety. Employees who normally work the night shift and who, because of a snow emergency, are required to work days shall continue to receive their night shift differential during said snow or emergency days.

e. Overtime and Extra Pay

1. Overtime shall be paid at the rate of 1 1/2 times the employee's established hourly rate for any work performed in excess of 40 hours of straight time during his/her work week including accumulated sick leave, personal leave, vacation or holiday or non-school day time.

2. Overtime pay and extra pay will be set forth separately on an employee's pay stub.

3. The Superintendent of Buildings and Grounds shall determine the need for overtime work. Overtime assignments shall be allotted on a fair and equitable basis, in the following manner:

To be eligible to work overtime the employee must have completed his or her own bid shift or assignment;

Each building will have its own Building Specific Rotating Seniority List and there will also be a General Rotating Seniority List;

The first person to be called for overtime will come from the Building Specific Rotating Seniority List;

Any additional employees needed to work an overtime assignment will be assigned from the General Rotating Seniority List,

ARTICLE II / WORK SCHEDULES AND CONDITIONS (CONTINUED)

except that if 5 or more employees are needed, at least 2 will be assigned from the Building Specific List;
Any O&M unit member who is a full time employee and is interested in working overtime may sign up to be on the General Rotating Seniority List on or before July 15 in each school year;
Employees will be placed on the Building Specific Rotating Seniority List and the General Rotating Seniority by most senior to least senior. The list will be a rotating list.

f. Minimum Pay

1. A three hour minimum payment shall be made to the personnel of the Operations and Maintenance staff for "call-out" assignments on Saturday, Sunday and Holidays. "Call-out" is defined as a call to duty which is over and beyond the regularly scheduled duty of the employee and this call to duty is assigned by the Superintendent of Buildings and Grounds, his representatives or his supervisors.

2. A two hour (2) minimum payment shall be made to the personnel of the Operations and Maintenance staff for "call-out" assignments on days other than Saturday, Sunday and Holidays. (See f.1. above for definition of "call-out".)

3. **Building Check:** The school building shall be checked each Saturday, Sunday and Holiday of the year. The employee assigned this duty by the Superintendent of Buildings and Grounds shall be paid overtime for a building check for the actual amount of time employed if the person qualifies for overtime. Minimum payment for time for building check will be one hour. A person doing this work shall be paid one and one-half (1 1/2) times their regular rate if the provisions of Article II, Section 1.e.1 have been fulfilled.

g. Higher Classification

1. An employee who works in a higher classification for one or more days shall receive payment in accordance with the higher classification schedule at their same step placement retroactive to the beginning of the first day of working in the higher classification job.

2. When a contract employee in a higher classification plans to be out for a period of more than one week (five working days) and the position is offered to a qualified contract employee, it shall be on a seniority basis at the higher rate of pay.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

h. Night Pay

An employee of the Operations and Maintenance staff who works on the night shift shall receive a pay differential of Seventy-Two Cents (72¢) per hour. The night shift differential shall be in effect for all shifts starting after 12:30 PM.

i. Lunch Hour Pay

1. In the event custodians are required to work during their lunch hours, said time will be subject to the overtime and extra pay provisions of this contract set forth in Article II, Subsection 1.e.1. Time spent for such work will be recorded by the employees by punching the reverse side of their time card.

2. The meal allowance shall be as follows, on emergency work days when members of the Operations and Maintenance Unit are required to report to work early, the District will provide said employee(s) with a meal up to a \$5.00 reimbursement.

j. Uniforms

The district will provide an annual allowance to be spent by each member of the Operations and Maintenance Staff, with the approval of the immediate supervisor, on uniforms, footwear and outerwear, with maintenance of such items remaining the responsibility of the unit member.

The allowance shall be:

2000-2001	=	\$250.00
2001-2002	=	\$275.00
2002-2003	=	\$300.00
2003-2004	=	\$325.00

k. Holiday Pay

Members of the Operations and Maintenance Staff who are required to work on Saturday or Sunday will be paid time and one half their regular pay for actual hours worked, and the Operations and Maintenance unit members who are required to work on Thanksgiving, New Year's Day, Christmas or July 4th shall be paid double their regular pay for hours actually worked in addition to their holiday pay.

Section 2. Paid Holidays

Holidays to be considered as paid holidays for staff members are determined by their respective period of employment.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 3. Sick Leave Policy

1. Employees who are assigned a position requiring twenty (20) or more regularly scheduled hours of employment per week are eligible for sick leave benefits. The sick leave benefit shall be granted at the rate of 1 1/2 days per month of employment, to all positions regularly assigned forty (40) hours per week. All positions regularly assigned twenty (20) through thirty-nine (39) hours per week shall receive credit for 3/4 of a day per month of employment. Sick leave days shall be cumulative to a maximum of 200 days.

2. When a ten or eleven month contract employee is engaged for full time employment during the months of July and August, he or she will be credited with 1 1/2 days sick leave per each month.

3. New employees will not be granted any sick leave benefits until after 30 days of employment. In the event that an employee is absent from work due to illness during this time period, such time shall be granted without pay. Upon the 31st day of employment, new employees will receive 6 days of sick leave. In the event an employee utilizes all six days of sick leave time provided, prior to the commencement of the 5th month of employment, any additional sick leave granted, shall be without pay. Commencing the 5th month of employment the new employee will now accrue sick leave benefits as stated in the paragraphs directly above. Employees hired on or after July 1, 2000 shall, throughout their period of employment in the District, earn sick leave at the rate of one and one-half (1 1/2) days per month, credited at the end of the month in which it is earned.

4. The Board may require a doctor's certificate after five (5) days of consecutive absence. Preceded by a written administrative warning, the Board may require a doctor's certificate for absence on days immediately preceding or following a holiday or any other case deemed necessary by the Administration.

ARTICLE III / COMPENSATION

Section 1. Salary

1. The salary schedules for 2000-2001, 2001-2002, 2002-2003, and 2003-2004 appear on page 41 and reflect a 2% increase on the schedule each year.

ARTICLE III / COMPENSATION (CONTINUED)

2. Each employee shall receive a salary statement for the years 2000-2001, 2001-2002, 2002-2003, and 2003-2004 with a detailed computation of his or her individual salary.

3. Employees who are on or above the top step for the 2000-2001 year shall receive a 3.5% increase (retroactive) prorated for the period July 1, 2000 to June 30, 2001.

4. Employees who are on or above the top step for the year 2001-2002 shall receive a 3.5% increase prorated for the period July 1, 2001 to June 30, 2002.

5. Employees who are on or above the top step for the 2002-2003 year shall receive a 3.5% increase prorated for the period July 1, 2002 to June 30, 2003.

6. Employees who are on or above the top step for the 2003-2004 year shall receive a 3.5% increase prorated for the period July 1, 2003 to June 30, 2004.

ARTICLE IV / DURATION OF AGREEMENT

This contract shall be in effect from July 1, 2000 through June 30, 2004.

The Civil Service Employees
Association, Inc., Local 1000,
AFSCME, AFL-CIO, for the
Ravena-Coeymans-Selkirk Central
School District Unit of Albany
County Local 801

Ravena-Coeymans-Selkirk
School District Board of
Education

Charlotte DuClair
Unit President

[Signature]
Board President

[Signature]

[Signature]
Business Administrator

[Signature]

[Signature]
(Chief Negotiator)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated this _____ day of _____, 2001.

**SALARY SCHEDULE
OPERATIONS AND MAINTENANCE UNIT**

STEP	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
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CUSTODIAL WORKER

00-01	22,909	23,795	24,706	25,322	25,938	26,645	27,257	27,966	28,582
01-02	23,367	24,270	25,201	25,828	26,456	27,178	27,803	28,526	29,154
02-03	23,835	24,756	25,705	26,344	26,985	27,722	28,359	29,096	29,737
03-04	24,311	25,251	26,219	26,871	27,525	28,276	28,926	29,678	30,332

**CUSTODIAN A/GROUNDS
MOTOR VEHICLE OPERATOR**

00-01	24,298	25,232	26,203	26,819	27,526	28,140	28,844	29,462	30,167
01-02	24,784	25,736	26,727	27,355	28,076	28,703	29,420	30,051	30,770
02-03	25,280	26,251	27,261	27,902	28,638	29,277	30,009	30,652	31,385
03-04	25,786	26,776	27,807	28,460	29,211	29,862	30,609	31,265	32,013

MAINTENANCE WORKER

00-01	26,259	27,272	28,320	29,023	29,635	30,339	30,963	31,663	32,279
01-02	26,784	27,817	28,887	29,604	30,228	30,946	31,582	32,296	32,924
02-03	27,320	28,374	29,464	30,196	30,832	31,565	32,214	32,942	33,583
03-04	27,866	28,941	30,054	30,800	31,449	32,196	32,858	33,601	34,255

HEAD CUSTODIAN

00-01	26,999	28,036	29,111	29,728	30,429	31,049	31,755	32,367	33,076
01-02	27,539	28,596	29,693	30,322	31,037	31,670	32,390	33,014	33,737
02-03	28,090	29,168	30,287	30,929	31,658	32,303	33,038	33,674	34,412
03-04	28,652	29,752	30,893	31,547	32,291	32,949	33,698	34,348	35,100

HEAD GROUNDSMAN

00-01	25,390	26,323	27,293	27,910	28,617	29,231	29,934	30,553	31,258
01-02	25,898	26,850	27,839	28,468	29,189	29,816	30,533	31,164	31,883
02-03	26,416	27,387	28,396	29,038	29,773	30,412	31,143	31,787	32,521
03-04	26,944	27,934	28,964	29,619	30,369	31,020	31,766	32,423	33,171

2000-2004: \$963 for those individuals in charge of the night shift at Junior High and Senior High Schools.

The stated salaries are for a 52 week year. Salaries will be prorated and the prorating shall be based upon that percentage of a 52 week year an employee works.

**RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL
SELKIRK, NEW YORK**

PART 4

TRANSPORTATION UNIT

A G R E E M E N T

This Agreement is made and entered into as of the 1st day of July, 2000, by and between the Board of Education of the Ravena-Coeymans-Selkirk Central School District, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Ravena-Coeymans-Selkirk Central School District Unit of Albany County Local 801, hereinafter referred to as the "Association" or as "CSEA".

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TRANSPORTATION UNIT

PREAMBLE

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT, hereinafter called the "Board", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO for the RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT UNIT OF ALBANY COUNTY LOCAL 801, hereinafter referred to as the "Association" or as "CSEA".

ARTICLE I / RECOGNITION

Section 1. The Board recognizes the Ravena-Coeymans-Selkirk Central School District Unit of Albany County Local 801 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive representative for the purpose of collective negotiating with respect to wages, hours and other terms and conditions of employment for all members of the Transportation Unit of the Ravena-Coeymans-Selkirk Central School District.

Section 2. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Board or in the Superintendent of Schools as delegated by the Board.

ARTICLE II / WORK SCHEDULE AND CONDITIONS

Section 1. General Working Regulations

a. Eight hours shall constitute the regular work day. The work year is from July 1 through June 30th for bus mechanics.

b. Each bus driver must report to the bus garage at least fifteen (15) minutes prior to the departure time of his or her bus. He or she must telephone the Transportation Supervisor as early as possible if he or she is unable to report to work.

c. Members of the Transportation Unit are currently required to pay a licensing fee to obtain or maintain their operator's license. The District hereby indicates that in the event said licensing fees ever become State Aidable, the District will assume responsibility for payments of same

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

Section 1. (Continued)

d. Ten and eleven month employees will be free on non-school days except for snow days. Drivers may be required to report to work on snow days. Mechanics of the transportation department are required to report to work on snow days. Full recognition exists that conditions severe enough to close schools will create hardships and danger for personnel coming to work. It is not the intention of the Board of Education or Administration that employees should jeopardize their personal safety. Efforts to report to work should be governed by good judgment and necessary precautions for personal safety. Each employee is charged with the responsibility of listening to his or her radio for school closing announcements.

e. Each driver must return his or her bus to the garage after completing the AM and PM runs. The Transportation Supervisor may grant permission to do otherwise and he or she may also grant permission to stop for lunch after the noon kindergarten runs.

f. Overtime

1. Overtime shall be paid at the rate of 1 1/2 times the employee's established hourly rate for any work performed in excess of eight (8) hours a day. If an employee works more than forty (40) hours of straight time during his or her work week, he or she will also be compensated at the rate of 1 1/2 times his or her regular rate for hours in excess of forty (40). Contract holidays and vacation time will be counted toward the accumulation of the forty (40) hours of straight time but not sick leave, personal leave or non-school day time.

2. Overtime pay will be set forth separately on an employee's pay stub.

3. The Transportation Supervisor shall determine the need for extra driving time. This work shall be allotted to hourly drivers on an equal and impartial basis. Any hourly driver not desiring extra work may refrain from doing so. Should no hourly drivers be available, the work may be allotted to the most senior floater bus driver.

g. Minimum Pay

1. Mechanics who are required to work on Saturday or Sunday will be paid time and one half their regular pay for actual hours worked.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

i. Bus drivers who are required to work on Saturday or Sunday will be paid straight time (unless otherwise entitled to overtime), but will be guaranteed a minimum of two (2) hours pay.

ii. Any Transportation unit member who is required to work on Thanksgiving, New Year's Day, Christmas, or July 4th shall be paid double their regular pay for actual hours worked, in addition to their holiday pay.

2. Hourly drivers and floater bus drivers shall receive a minimum of two (2) hours pay for regularly scheduled runs. Hourly drivers and floater bus drivers shall be paid a two (2) hour minimum if required to attend a safety or special meeting.

a. Driving the weekdays of Monday through Friday continuous time shall be paid for assignments scheduled within 1 hour from the end of a regularly scheduled run or the end of the 2 hour minimum. Drivers can be requested to perform reasonable duties within their job classification during the 1 hour time period

b. Continuous time will be paid for a duty assigned within the 1 hour period.

h. Long Haul Trips

The Transportation Supervisor shall determine the number of drivers assigned to trips that are longer than the usual daily bus runs.

i. Uniforms

The District will provide a sufficient number of uniforms for mechanical staff to assure a neat and presentable appearance. The District will provide eight (8) sets of water repellent clothing to members of the transportation unit while washing district owned buses. The summer uniforms should be worn, while on duty, during the months of May through October and wearing of a hat and short sleeved shirt is optional. Consistent refusal to wear the uniform, while on duty, is grounds for disciplinary action.

Members of the mechanical staff will not be charged with the cost of cleaning their uniforms.

The District will provide an annual allowance of \$150.00 in each year of the agreement, to be spent by each mechanic, with the approval of the immediate supervisor, on footwear and outerwear.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

j. Meal Allowance

Meal allowances shall be as follows and as verified by receipts. Meal time - out before 11 AM, back after 1 PM, out before 5 PM, back after 7 PM for out of school district runs.

	<u>Lunch</u>	<u>Dinner</u>
2000-2004	\$6.50	\$8.50

k. Bidding on Runs

All runs are to be put up for bid once a year in blocks of AM - PM; Kindergarten runs; and all other regularly scheduled runs. Bidding will occur as early as possible but not later than September 1st. All drivers, in order of their seniority shall pick the run he/she wants from the master book. This run shall then be deleted from the book and the next senior driver shall pick the run he/she wants. This procedure shall continue until all drivers, in order of their seniority, have chosen the run they want. Regular drivers on a leave of absence that will extend beyond September 1, but shall terminate on or before December 1, will be allowed to file a written proxy designating a person of their choice to participate in the bidding procedure outlined above. Except for those drivers who are on a leave of absence, all drivers shall be expected to personally participate in the bidding procedure which will take place during the last two (2) weeks in August. On the day employees are scheduled to participate in the bidding process, said employees shall be responsible within a one hour period for choosing their run(s) and if time permits familiarizing themselves with their route and the type of bus they will be operating.

Hourly drivers who have bid for and received an AM and PM run will be allowed to bid one (1) additional run such as an AM Kindergarten or BOCES run or late run, commencing with the 2001-2002 school year, if the cumulative time for said runs does not exceed 8 hours.

Late runs will be included in the annual bid blocks, commencing with the 2001-2002 school year. Late runs will be considered a two (2) hour block, but without continuous time.

l. Out-of-District Transportation

All drivers will follow the department calendar when R-C-S is closed for vacation, conference, workshops, etc. On said days, out-of-district transportation shall be covered by hourly drivers or floater bus drivers. For out-of-district transportation, substitutes will only be used when no hourly drivers or floater bus drivers are available.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

m. Extra Runs

To be eligible for an extra run, a driver must have a regularly scheduled District run. Extra runs shall be allotted pursuant to the extra run guidelines, Appendix "C".

n. Tool Allowance

The District recognizes that certain times mechanics use their own small tools to carry out District work. The District shall reimburse mechanics up to \$200.00 for small hand tools they have purchased to assist them in carrying out District work. All other tools not so classified as a small tool will remain the property of the School District under the jurisdiction of the mechanic foreman and must be signed out and signed in when borrowed.

o. Early Dismissal

(i). When RCS has an early dismissal day scheduled

When AM K's and AM Pre-K's are scheduled to come in:

AM block of time - regular pay hours from punch in time thru the completion of AM pickup runs

Middle School &/or High School dismissal - 2 hour block of time

(If a driver has an AM K/&/or Pre-K take home run, this driver shall be paid a 2 hour block of time for this K or Pre-K take home run).

(If covered by the posting procedure, then apply the 2 hour payment as per contract).

If a driver does not have an AM K or AM Pre-K run then this driver is paid from their punch in time for their elementary run thru the end of their bid day.

Drivers should have their time cards marked and signed by management to insure proper pay.

(ii). When RCS has an early dismissal day scheduled

When PM K's and PM Pre-K's are scheduled to come in:

AM block of time - drivers paid 2 hours for AM High School/Middle School run plus 2 hours for PM K and PM Pre-K pickup run.

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

(If covered by the posting procedure, then apply either the 2 or 3 hour payment as per contract).

Middle School &/or High School dismissal - 2 hour block of time

(If a driver has a PM K &/or PM Pre-K take home run, this driver shall be paid from their punch in time for their PM K and PM Pre-K run thru the completion of their PM bid take home runs).

If a driver does not have a PM K or PM Pre-K run then this driver is paid from their punch in time for their elementary run thru the end of their bid day.

Drivers should have their time cards marked and signed by management to insure proper pay.

p. Outside Organizations

In the event an organization contracts to utilize the RCS School District buses, a bargaining unit Driver shall be offered the resulting assignment in accordance with applicable seniority. However, the driver for the Town Summer Swim Program will be selected by the Town; interested Drivers must apply to the Town for this assignment. This shall have no effect on the assignment of Extra Time.

q. Mechanic's and Office Helpers

Vacant Mechanic's Helper and Office Helper positions will be offered first to Driver members of the Unit, provided the Driver has the qualifications required for the position at the time he/she applies for the position.

Section 2. Summer Employment

a. The district will give first preference to hourly drivers on a seniority basis for summer "driving" work and the hourly rate of pay for such work shall be his or her hourly rate in effect during the fiscal year in which the driving is accomplished. Also, the district will compensate a driver for work, other than driving, done in or around the bus garage during the summer months as assigned by the Transportation Supervisor. Should a summer driving work opportunity be available after first preference has been given to hourly drivers, the District may offer a floater bus driver the summer driving work opportunity.

b. Any summer jobs open in the Operations and Maintenance Department shall be filled from a list of hourly drivers and floater bus drivers, who desire such work, in preference to outsiders in accordance with Appendix "D". The rate of pay for

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

such work shall be the same as paid to the employees who normally perform that type of work. The school district shall determine whether or not a driver is capable of satisfactorily accomplishing the work and the selection of personnel shall be based on seniority.

c. Summer work, other than driving, shall be paid at the substitute driving rate.

Section 3. Paid Holidays

Holidays to be considered as paid holidays for staff members are determined by their respective periods of employment:

a. Hourly drivers period of employment is September 1 through June 30th of each school year.

b. Bus Mechanic period of employment is July 1 through June 30th of each school year.

c. Hourly drivers who are assigned a position requiring twenty (20) or more regularly scheduled hours of employment per week during the student academic year.

Section 4. Sick Leave Policy

1. Employees who are assigned a position requiring twenty (20) or more regularly scheduled hours of employment per week are eligible for sick leave benefits. The sick leave benefit shall be granted at the rate of 1 1/2 days per month of employment. For the purpose of this section, a day shall be equal to the number of hours normally required of an employee's paid job per day. Sick leave days shall be cumulative to a maximum of 200 days.

2. When a ten month employee is engaged for full time employment during the months of July and August, he or she will be credited with 1 1/2 days sick leave per month.

3. New employees will not be granted any sick leave benefits until after 30 days of employment. In the event that an employee is absent from work due to illness during this time period, such time shall be granted without pay. Upon the 31st day of employment, new employees will receive 6 days of sick leave. In the event an employee utilizes all six days of sick leave time provided, additional sick leave granted, shall be without pay. Commencing the 5th month of employment the new employee will now accrue sick

ARTICLE II / WORK SCHEDULE AND CONDITIONS (CONTINUED)

leave benefits appropriately as stated in the above paragraphs. Employees hired on or after July 1, 2000 shall, throughout their period of employment in the District, earn sick leave at the rate of one and one-half (1 1/2) days per month, credited at the end of the month in which it is earned.

4. The Board may require a doctor's certificate after five (5) days of consecutive absence. Preceded by a written administrative warning, the Board may require a doctor's certificate for absence on days immediately preceding or following a holiday or for any other cases deemed necessary by the administration.

5. (19-A Requirements) The District, in joint cooperation with the CSEA will notify all school bus drivers of changes or amendments of any law or regulations that affects the drivers in their daily duties. Such notifications will be in memo form from the Transportation Supervisor and the CSEA Union President.

Any driver who fails the DMV 19 - A qualification exam (written/oral and/or behind-the-wheel) becomes disqualified as a school bus driver. The District will provide a retest as quickly as the regulations (19-A) allows (five (5) working day minimum) and during this period of disqualification, the District agrees to pay a disqualified driver his/her regular day's hours for duties to be assigned by the Transportation Supervisor. Such duties may include washing buses, riding routes with new drivers, running errands, and helping in the Transportation Office.

The rate of pay for any disqualified driver will be the substitute drivers rate that is in effect.

Drivers failing the retest will remain disqualified for a minimum of ten (10) working days (not to exceed 30 working days) and will receive no pay for this period of disqualification. Additionally, no assignments may be made by the Transportation Supervisor during this period of time.

ARTICLE III / COMPENSATION

Section 1. Salary

Automotive Mechanics

1. The salary schedule for 2000-2001, 2001-2002, 2002-2003 and 2003-2004 appears on page 57 , which reflects a 2% increase on the schedule each year.

ARTICLE III / COMPENSATION (CONTINUED)

2. Each employee shall receive a salary statement for the years 2000-2001, 2001-2002, 2002-2003 and 2003-2004 with a detailed computation of his or her individual salary.
3. Employees who are on or above the top step for the 2000-01 year shall receive a 3.5% increase (retroactive) prorated for the period July 1, 2000 to June 30, 2001.
4. Employees who are on or above the top step for the 2001-02 year shall receive a 3.5% increase prorated for the period July 1, 2001 to June 30, 2002.
5. Employees who are on or above the top step for the 2002-03 year shall receive a 3.5% increase prorated for the period July 1, 2002 to June 30, 2003.
6. Employees who are on or above the top step for the 2003-04 year shall receive a 3.5% increase prorated for the period of July 1, 2003 to June 30, 2004.
7. OVERTIME: Overtime shall be paid at the rate of 1 1/2 times the employee's established hourly rate for any work performed in excess of 40 hours of straight time during his or her work week including accumulated sick leave, personal leave, vacation, or holiday or non-school day time.

ARTICLE IV / HOURLY DRIVERS

Section 1. Hourly drivers who bid on or are assigned a regularly scheduled station wagon route and who have a Class 2 license shall be paid at the hourly rate on the salary schedule(s) set forth herein. If a driver who holds a Class 2 license covers a Kindergarten run or any other run in an emergency, he or she shall be compensated at the hourly rate on the salary schedule(s) set forth herein. If a driver of a thirty (30) or sixty (60) passenger bus has to take a station wagon run, he or she will be compensated at his or her hourly rate.

Section 2. Hourly drivers are expected to maintain their buses in a clean condition at all times. Other assignments may be made by the Transportation Supervisor.

Section 3. Drivers shall be compensated in accordance with the salary schedule(s) set forth herein.

ARTICLE IV / HOURLY DRIVERS (CONTINUED)

Section 4. When R-C-S schools are not in session, those drivers that have runs to out of the district schools are not required to drive. Another driver may be assigned by the Transportation Supervisor.

Section 5. Mid-day Runs (AM/K AND PM/K - AM BOCES AND PM BOCES/LATE RUNS)

a. The runs known as the AM BOCES, PM BOCES and Late Run shall be added to the AM K and PM K Midday bidding package. They shall also be added to the K Midday rotation process. All are 2 hour pay minimum blocks. This applies to the following paragraphs of this Section 5, including B, C, D, E, and F.

b. All hourly drivers who wish to participate in the Midday (K, BOCES or Late Runs) rotation process may do so, as long as the driver signs the Midday rotation list.

A driver who wishes to participate in the extra time work opportunities, he or she must sign the extra time lists (extra time list and midday list) in August at the same time bidding takes place. These extra time lists will take effect the first day of school.

Should a driver or a newly hired driver choose to participate on the extra time lists, he or she may do so by notifying the Director of Transportation by the 15th of that month to be added to the extra time list for the following month.

c. To be eligible for a Midday (K or BOCES) or Late Run work opportunity, a bus driver must:

- (1) complete his or her own Midday bid run or Late Run, if he or she has a Midday run or Late Run, and
- (2) must have signed up on the Midday rotation list.

d. Any bus driver who has satisfied the above prerequisite in C is eligible for any Midday (K or BOCES) or Late Run work opportunity by rotation, off the midday rotation list.

e. The Midday rotation list will be used for the first three (3) days.

f. On the fourth (4th) day, said run will be deemed an open run and will be assigned to the senior hourly driver who does not have a bid or an assigned Midday (K or BOCES) or Late Run, off the Midday rotation list.

ARTICLE IV / HOURLY DRIVERS (CONTINUED)

g. If the regular driver returns, the hourly driver assigned will be compensated for said run unless said hourly driver was notified that he/she would not be required to take the regular driver's run on or before the end of the hourly driver's AM run.

h. Duties assigned to an hourly driver a minimum of twelve (12) hours in advance of the actual runs shall receive a minimum of two (2) hours pay.

i. Midday runs and assignments shall not interfere with a driver's right to participate in the Sport Trips, Field Trips, Late Runs (for the 2000-2001 school year) and Early Dismissal postings when Midday runs and assignments run concurrently.

Section 6. During the school year, if a run is revised due to the modification of the daily schedule of a particular school or schools involved in pupil transportation or due to the addition or deletion of one or more students on that run, the driver of that run shall have his/her punch in and punch out time modified by the supervisor of transportation to accommodate these changes.

If the District declares two (2) or more snow or emergency days, drivers shall receive compensation for two (2) of said days. Additionally, drivers who do not receive appropriate notification and report to work will receive clock time for the amount of time actually worked. On day 3 and subsequent days, drivers who clock in or have gone out on route prior to school being canceled, will receive a minimum of 2 hours.

Section 7. August Bidding Vacancy

1. In instances when a bid run or any run which was within the August bidding process becomes vacant (as defined in the Contract under "Vacancies"), due to retirement, resignation, death, promotion, dismissal or authorized leave (as defined in the Contract), during the first semester of a school year, (the first 90 day block), the District shall allow a five (5) day re-bid to the vacant run. By seniority the MOST senior bus driver on down to the least senior bus driver, all bus drivers have the option of signing the posted vacant run. This process shall start within one week of the vacancy. This also would include any "newly developed" run(s) in the first semester of the school year.

2. The MOST senior bus driver who signed the posting shall be given the vacant run, then placing the run they forfeit up for posting as a vacant run. Following the same process as stated above. All runs/vacancies shall first be filled by Hourly bus drivers, the District may then fill any remaining runs with substitute bus-drivers.

ARTICLE IV / HOURLY DRIVERS (CONTINUED)

3. During this time between the date of the vacancy and the time the run is filled by hourly bus drivers (the five (5) day posting) a substitute bus driver may be given the run until it is filled.
4. It is understood that this re-bidding process in no way has any effect on the August bidding process as defined in the Contract. Any vacancies after the first semester of a school year (the second 90 day block) may be filled at the discretion of the District.
5. Vacancies that occur on or after January 15th of each year shall be posted in a compressed time frame of 24 hours per vacancy. Resulting vacancies shall be posted on the following business day. As of February 1, through the remainder of the school year, vacancies may be assigned by the Transportation Director.
6. Pending the mid-year bidding process the District will fill permanent bid run vacancies-when an hourly driver has left employment in the District-with the most senior floater bus driver, but temporary bid run vacancies-when an hourly driver is on long term leave-may be filled with either a floater bus driver or a substitute, at the discretion of the Director of Transportation.

ARTICLE V / DURATION OF AGREEMENT

This contract shall be in effect from July 1, 2000 through June 30, 2004.

The Civil Service Employees
Association, Inc., Local 1000,
AFSCME, AFL-CIO, for the
Ravena-Coeymans-Selkirk Central
School District Unit of Albany

Ravena-Coeymans-Selkirk Central
School District Board of
Education

Charlotte Duclaux
Unit President

Mary Ralston
Board President

Stanley A. Tuttle

David Wenzel Business Administrator

Diana D. Perrine

Chief Negotiator

Carl J. [unclear]

Sally [unclear]

Henry Gonzales

Maie M. Olsen

Angelique M. Bywater, LRS

Dated this _____ day of _____, 2001.

SALARY SCHEDULE
TRANSPORTATION UNIT

WAGON DRIVERS

2000-01 - \$14.31 for hourly drivers regularly assigned a station wagon route (with or without a CDL license).

2001-02 - \$14.81 for hourly drivers regularly assigned a station wagon route (with or without a CDL license).

2002-03 - \$15.33 for hourly drivers regularly assigned a station wagon route (with or without a CDL license).

2003-04 - \$15.87 for hourly drivers regularly assigned a station wagon route (with or without a CDL license).

CDL'S HIRED PRIOR TO 07/01/97

2000-01 - \$17.16 for hourly drivers with a CDL license.

2001-02 - \$17.76 for hourly drivers with a CDL license.

2002-03 - \$18.38 for hourly drivers with a CDL license.

2003-04 - \$19.02 for hourly drivers with a CDL license.

HOURLY DRIVERS & FLOATER BUS DRIVERS

	Hired <u>1999-2000</u>	Hired <u>1998-1999</u>	Hired <u>1997-1998</u>
2000-01	\$12.42	\$12.85	\$13.30
2001-02	\$12.85	\$13.30	\$13.77
2002-03	\$13.80	\$14.27	\$14.75
2003-04	\$14.78	\$15.27	\$15.77

DRIVERS & FLOATER BUS DRIVERS HIRED AFTER 07/01/00

1st Year - \$12.00
2nd Year - \$12.42
3rd Year - \$13.35
4th Year - \$14.32

MECHANIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
00-01	25,394	26,367	27,382	29,287	30,080	30,782	31,572	32,279	33,076
01-02	25,902	26,894	27,930	29,873	30,681	31,397	32,204	32,924	33,737
02-03	26,420	27,432	28,488	30,470	31,295	32,025	32,848	33,583	34,412
03-04	26,948	27,981	29,058	31,080	31,921	32,666	33,505	34,255	35,100

MECHANIC'S HELPER

Mechanic's Helper shall be paid at \$12.00 per hour.

OFFICE HELPER

Office Helper shall be paid at \$10.00 per hour.

**ALL SALARIED EMPLOYEES
SAMPLE RETIREMENT COMPUTATION**

EXAMPLE

Less than 20 Years Service

Employee A - Step 9 Senior Typist, Salary \$26,406, 190 Sick Days

OPTION 1

190 days x 55% = 105 Days
Daily Rate = \$26,406 divided by 260 days (# of days for 12 mo. employee)
= \$101.56
105 days x \$101.56 = \$10,663.80 Cash or Health Ins. Benefit

OPTION 2

190 days divided by 327 = 58%
190 days x 58% = 110 Days
110 days x \$101.56 = \$11,171.60 Cash or Health Ins. Benefit

More than 20 Years Service

Employee B - Mechanic, Off Step, Salary \$32,500, 278 Sick Days

HEALTH INSURANCE OPTION 1

100% of Sick Days up to 200 x Employee Daily Rate
Daily Rate = \$32,500 divided by 260 days = \$125.00
200 days x \$125.00 = \$25,000

HEALTH INSURANCE OPTION 2

278 Days divided by 327 = 85%
85% x 278 days x daily rate = Health Insurance Benefit
85% x 278 = 236 Days
236 days x \$125 (daily rate) = \$29,500

CASH OPTION 1

55% x 200 Days x Daily Rate
110 Days X \$125 (daily rate) = \$13,750

CASH OPTION 2

278 Days divided by 327 = 85%
85% x 278 Days = 236 days
236 Days x \$125 = \$29,500

EXAMPLE

HOURLY DRIVER RETIREMENT BENEFIT

Under 20 years of Service

Number of hours of sick leave divided by driver's daily bid hours =
number of days of sick leave

Number of bid hours x hourly rate = daily rate for calculating retirement
benefit

Example: Class II Hourly Driver @ \$14.45 with 7 bid hrs daily

805 hours sick leave divided by 7 bid hours = 115 days

\$14.45 x 7 bid hours = \$101.15 (daily rate)

55% x 115 days = 63 days

63 x \$101.15 = \$6,372.45

Over 20 years of service

Hours of accumulated sick leave by hourly rate for insurance

805 hours of sick leave x \$14.45 = \$11,632.25

APPENDIX "A"



Local 1000, AFSCME, AFL-CIO

Grievance Form

Name:

Date of Hire: _____

Social Security Number: _____

Home Address: _____

Home Phone #: _____

Department or Agency: _____

Job Title: _____

Name of Supervisor: _____

STEP 1

Contract Articles violated or involved: _____

Date of occurrence: _____

STATEMENT OF FACTS (include names, dates, what happened): _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Remedy sought: _____

Date submitted: _____ Grievant's Signature: _____

-60-

APPENDIX "B"

RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL

26 THATCHER STREET, SELKIRK, NY 12158

518-756-5204

518-767-2644 (fax)

Rodger Lewis, School Business Administrator

Robert Drake, Superintendent

DATE: January 18, 2000

TO: All Staff

CSEA

Staff

Charlotte Auclair
Kathryn McCoy
John Cummins

FROM: Rodger Lewis, School Business Administrator

RE: Use of Sick Leave

District administration is deeply concerned over the level of absenteeism among the staff in the Operation and Maintenance Unit. Unexpected absences from work place a heavy burden on the rest of the staff of the Department.

Therefore; paid sick leave is to be used only for actual employee illness, or (pursuant to Article VI, Section 11 Paragraph a. of the Main contract) for up to ten days of illness of the employee's spouse, parent or child. Use of such leave for any other purpose is an abuse, for which discipline may be imposed. Use of unpaid leave is permissible only under circumstances, and only with my specific advance approval. Pursuant to Article II, Section 3 Paragraph 4 of the Operation and Maintenance Unit Contract, not only may the District require a doctor's certificate after five days of consecutive absence but it may also, after written warning, require such a certificate in other cases where the Administration deems it appropriate.

All staff is hereby notified that, commencing February 1, 2000, a doctor's certificate will be required for any use of sick leave:

On a work day or days immediately before or immediately after a holiday or recess period;

On a workday or days immediately before or immediately after scheduled vacation days.

In addition, any staff member who frequently takes sick leave on a Monday or a Friday may be required to provide a doctor's certificate, and a staff member who shows any other pattern of regular sick leave use will, after an initial written warning, be required to provide a doctor's certificate.

Please ensure that your use of sick leave is appropriate. Employees who abuse sick leave may be required to provide doctor's certificates; and will not be paid for days for which they are unable to provide such documentation and may be subject to discipline, up to and including dismissal.

cc: Roy Deyo
Charlotte Auclair

APPENDIX "C"

EXTRA RUN GUIDELINES WILL BE IN FULL FORCE AND EFFECT DURING THE RCS CALENDAR SCHOOL YEAR

1. The extra time procedures will be done by strict rotation.
 2. Should, for any reason, a cancellation of your trip or posted run occur, this will not mean that you are the next person out. Single cancellations of trips will not affect the order of the rotation; i.e. A teacher or a coach cancels a trip for his or her own reasons, rotation will continue (exceptions are stated in 3 when the entire school day is canceled due to inclement weather).
 3. When school is closed for the **ENTIRE** day for some emergency whether it be the weather or some other phenomenon, the drivers who were scheduled on trips the day that school is closed, will **not** lose their place on the rotation list. These same drivers will be posted in order for the next day.
 4. A driver who is involved in extra time or midday runs must work all regular runs to be able to take part in the extra time for that day. In other words, you cannot, for any reason, be out part of the day. This applies whether it is a bid run or an assigned run.
 5. A driver who wishes to participate in the extra time work opportunities, he or she must sign the extra time lists (extra time list and midday list) in August at the same time bidding takes place. These extra time lists will take effect the first day of school.
- Should a driver or a newly hired driver choose to participate on the extra time lists, he or she may do so by notifying the Director of Transportation by the 15th of that month to be added to the extra time list for the following month.
6. A driver must request in writing to be taken off the extra time lists.
 7. Once a driver has been dropped from the roster by 19A regulations said driver will be automatically refused at the time the driver is posted and will not be added again to the list until the 19A regulations dictate.
 8. Extra runs to be posted according to CDL classification (weight and size). If the driver does not have the proper license classification, then the posting will continue in rotation with an automatic refusal given to the driver who does not have the proper license classification.

9. Even if you are scheduled to take any part of your working day off, you will be posted by rotation for a trip. You have until 10:00A.M., **on the day of the posting**, to contact RCS Transportation Management on your decision to cancel your scheduled time off and take the trip or to receive a refusal.

If you are absent on the day you are posted out (the day prior to the trip), you have until **10:00 a.m.** to contact RCS Transportation Management regarding the postings for the next day. If you do not make contact with the above office personnel, such failure will amount to an automatic refusal.

10. Please keep in mind that when the extra time lists go up (both extra time and Midday), it is the responsibility of each driver to see that his or her name is put on the appropriate list. The office staff will not be responsible for calling or signing any driver for this list.

11. On the last working day of the week, postings will be completed in rotation for every day there are trips to include the first day school is back in session. i.e. posting on a Friday will cover Saturday, Sunday and Monday.

12. Sport trips and Field trips are posted first, then early dismissals, and Late Runs. (On some occasions trips are called in during the day that were not scheduled in advance. These trips will obviously be posted by rotation, however, these trips may appear to be out of sequence).

13. If you are posted on a trip for the following day that will interfere with your Bid or "Midday" run, the driver must inform either the Head Bus Driver, Dispatcher, or Director of Transportation, of his or her decision to drive his or her "Midday" run or Extra-Trip run, no later than 12:00 p.m. If you do not make contact with the RCS Transportation Management on your decision to cancel your scheduled time and take the Extra trip run, it will be considered an automatic refusal of the extra time run.

This will also pertain to a driver that has been assigned to a Midday run.

True emergencies will be treated as an exception. Emergencies will be decided on an individual basis by the Director of Transportation.

14. Errors on postings will be corrected only on the same day it is posted. (If an error is found on the day of the trip the error will remain.) Corrections may involve all of the postings, therefore all postings may have to be removed from the board and corrected.

15. Trips that need coverage outside the RCS calendar school year will be covered by seniority, off the seniority rooster. Every time a trip is offered, the senior driver from the seniority rooster will be offered the trip.

16. If a 19-A examiner MUST attend a conference or a meeting, as stated in the CSEA agreement, and is unable to complete his or her bid or assigned run, he or she will be allowed the opportunity to take an extra trip (or a late run) on the same day.

17. If a CSEA officer or designated representative MUST attend a conference or meeting, as stated in the CSEA agreement, and is unable to complete his or her bid or assigned run, he or she will be allowed the opportunity to take an extra trip (or a late run) on the same day.

18. When a trip is posted with more than one bus needed, and a bus is canceled for any reason, the last person posted is the first person canceled.

19. By mutual agreement from both CSEA and RCS, the extra time guidelines may be reviewed yearly.

JUL 14 1995
11:00 AM

ISSUE: Summer Work

APPENDIX "D"

Background:

Civil Service Employees Association, Inc., presently represents employees in Bargaining Units at the Ravena-Coeymans-Selkirk Central School District. A meeting of CSEA Unit Presidents, CSEA's Labor Relations Specialists and the School District's Business Officer occurred on June 8, 1995. The purpose of the meeting was to resolve concerns CSEA recently presented involving an appropriate process of assigning summer work (of the Maintenance and Operational unit) to employees within the two subject units. Presently, both bargaining agreements require the district to assign summer work to employees of the involved two units, however, no process is in place to insure equity in assignments between units. To resolve this matter the following points are mutually agreed to by the involved parties:

- * The summer work period is as follows: July 1 through Labor Day of each school year. (July through June)
- * Summer work means, work that needs to be accomplished to supplement work normally completed by the Operational and Maintenance Department.
- * The District maintains a 12 month substitute list (for O/M Depts.) employees of the bargaining units listed above, that are qualified to perform the work, are eligible to place their name on such list at any time.
- * In the event Summer work is available the district will assign such work in the following manner:
 - First opportunity will be offered to the Transportation Unit. The most senior employee opting for the work shall be assigned.
 - The next opportunity will be offered to the Food Service Unit. The most senior employee opting for the work shall be assigned.
 - This process will continue should additional work become available, alternating back and forth between the two units.
 - Each opportunity for continuous summer work of at least one week, will be considered a separate opportunity.
 - The maintenance supervisor will maintain appropriate records of any such work performed. Such records will be made available to CSEA upon written request that should be presented to the School District's Business Manager in a timely fashion.
- * This agreement will be added to each of the affected contracts at the time each such contract becomes subject to re-negotiations. Any of the involved parties can re-open discussion of the terms of this agreement at that time.

.....
Jon Premo LRS July 19, 1995
Jon Premo, LRS
CSEA, Inc.

Rodger Lewis 7/19/95
Rodger Lewis, Business Manager
Ravena-Coeymans-Selkirk CSD

Cathy France 7/19/95
Cathy France, CSEA Unit Pres.
Transportation Unit

Vi Libertucci
Vi Libertucci, CSEA Unit Pres.
Food Service Unit

Steven J. Micelli July 19, 1995